THE CUSTOM HOUSE COMMITTEE.

Leet on the Witness Stand for Seven Hours.

His Own Account of What He Wanted and How He Got It.

"That Letter of Grant's" and Auother from Washburne to Come.

Is a Guest Who Pays an "Honorary" Boarder?

The Profits of the General Order Business.

The Custom House Committee met again yester-

day morning at the Fifth Avenue Hotel.

After the usual budgel of letters had been disp of Colonel G. K. Leet was called, and, having been sworn, was examined at length in regard to the desworn, was examined at length in regard to the de-tails of his general order and bonded warehouse business, the pecuniary results of which were as follows for the year 1871:—Expenses, not including cartage, \$94,311 c4; cartage, \$61,395 99; receipts, \$203,338 58. The profits, therefore, were about \$58,000 a year, \$12,000 of which was received from the bonded warehouse and \$46,000 from the general order business. This evidence was, of course, only the prologie to the examination in regard to the means by which Colonel Leet obtained the business. The letter of recommendation from General Grant having been produced, was read. It is as follows:-

WASHINGTON, D. C., March 9, 1869. MACHINGTON, D. C., arrows, S. H. Leet, Draw Sin.—This will introduce to you Colonel S. H. Leet, who served under me from early in the war to the prese if any from the fast of Vicksburg forward as a stall officer, the is a business man of unquestioned integrity. His experience before the war lits him for business of almost any lind. He now promoses to resign from the army to engage in private life, and I cheerfully commend him as possessing all the qualities necessary to inspire confidence. Your truly.

Colonel Leet was then examined as follows:-Q. Did you threaten Mr. Grinnell or any one that unless he gave you the business you would have him removed? A. No, sir; I nad no induence to get

im or any other officer removed.

Q. Was there any one interested with you in this mess besides Mr. Bixby when you first went ato it? A. No, sir. Q. Was General Porter or General Babcock in-

orested in it? A. No, sir.
Q. Did you ever give either of these gentlemen any money in consideration of this business?

Q. What about this mess? A. I did not belong to rards; I was living with my family; I have been sarried eight years; both General Porter and Gene-Babcock bad families also, and were living with em; they fived in the same nouse, at 108 G street; of the family, but as a guest; let me explain this hing; soon after the war General Porter rented a souse, and had a mess, so that we might live more conomically and comfortably; that only lasted a lew months; my family were not in Washington at that time; when I lived with General Porter and Babcock I was only a guest, but I insisted on paying part of the expenses.

Babcock I was only a guest, but I insisted on paying part of the expenses.

4. Then you were a sort of nonorary boarder? A suppose so; I owned no part of the furniture and was not responsible for the rent or expenses in any way; I think I was not with them longer altogether than a few months—from about April or May, 1869, till about February, 1870.

4. What did you contribute when you were there?

A About \$40; certainly not more than \$50; the rent of the house was very low, and I paid one-third of t; the rent was only about \$40 a month.

4. When this arrangement was made with Mr. Bixby, state definitely what It was?

510,000; If the profits were less than \$10,000 I was to have \$5,000.

A. We had the Profits were less than \$10,000 f was to the state of the profits were occupied by Bixby Q. How many stores were occupied by Bixby Q. The same that you now occupy? A. No, sir; that arrangement continued until June, 1870; Bixby then still continued in the same business, but I went into partnership with Mr. Stocking and Mr. Horton and engaged these stores at 371 Washington Street. Q. What share of the general order business was assigned to you then? A. We had the French line, the Wilhams & Guion, the Anchor line, and osker lines of transient steamers landing on the North river; after a while Mr. Horton got frightened and withdrew.

withdrew, w questions in regard to the prices for storage, the witness was asked—Have you not sometimes charged more than \$1 storage? A. Yes, we have charged as high as \$25 for a single package; that was a carriage for Mr. Lordlard.
Q. Do you understaind that if the charges made by you are too high the Collector can make you reduce them? A. Yes, Sir; the rates were originally fixed by the Chamber of Commerce and the Collector together, and the rates charged are higher than the collector can reduce their to that

plete.
Q. That carriage that you charged \$25 for was not in it, I suppose; suppose you had charged \$250 for it? A. In such a case, as I understand it, the collector would have power to reduce it.
Q. In your experience, have the complaints made resulted in reduced charges? A. There have been very few appeals; we have reduced them ourselves, when we have received reasonable complaints.
Q. Who makes the caarges? A. An expert determines the charge for each package as it enters the store.

ore. Q. Did you ever tell Mr. Lindsay that your sharo t \$5,000 was not equal to your mess bills in Wash-on? A. No, sir; I never told him any thing of the

kind.

Q. It has been stated that your firm has been in the halit of bribing inspectors to harry goods up to your stores? A. It is not true, sir; I suppose the inspector could get goods through quicker if he were paid for it; that would do us good, because it would give us a great many more packages.

Q. Can he send goods to your store without an order from the Custom House? A. All goods that have not a special permit come to our store; of course he cannot send us any goods until there is an order from the Custom House to discharge the weeks.

an order from the Custom House to discharge the vessel.

Q. Have losses of goods from cases been frequent in your store? A. No, sir; I never heard of any; we have never lost a case.

Q. Do you make any money out of the cartage business? A. No, sir; I do not think it is a source of profit to us; on the contrary, I think we lose money by it.

Q. Do you ever have any unclaimed goods that you have to keep for a year, aithough they are not enough in value to defray your charges? A. Yes, air; that is not unirequently the case.

Q. Then your only source of profit is labor and storage; on which of those items do you make the most? A. The storage; we keep experienced laborers all the time, even though we have not enough to employ them.

Q. Your statement of net profits at \$46,000 for the general order business, and \$12,000 for the bonded warehouse business—who made that statement up? A. My bookkeeper, but I am satisfied of its correctness.

Q. What liabilities of loss are there in this bust.

A. My bookkeeper, but I am satisfied of its correctness.

Q. What liabilities of loss are there in this business? A. If a case should be austracted from our store we would be held liable; it might be a package of diamonds, worth \$10,000; we are responsible for the honesty of all the men in our employment; we do not insure our building, but the goods themselves are insured; acting as warehousemen we are supposed to take good care of the goods, and therefore are responsible.

Q. What, then, is the use of having these two government storekeepers? A. The storekeepers receive and enter all goods, and they exercise a general supervision over the goods and they are obliged to be present in the store from suarise to sunset.

general supervision over the goods and they are colleged to be present in the store from sunrise to sunset.

Witness then gave in detail the particulars of their charges to Mr. A. T. Stewart, the average charge using stated at \$1.445. He continued:—There is pienty of accommodation in our stores for the entire general order mismess; our stores would, I have estimated, hold 30,000 packages; we have had Mr. A. T. Stewart's goods for vanous lengths of time—some packages only a few days and others for threteen months and a half.

Q. Do I inderstand you to say that you do not divide your profits with any one except Mr. Stocking? A. No, sir; no one else has any interest in the profits, nor have I ever promised any one else any share of the profits.

Q. How old were you when you enlisted in the army? A. Twenty-six; I came from Peousylvania, Alleghany county; I left there when I was a year old, but never returned; I entered the army in 1862; I became a member of General Grant's staff in October, 1865, and condined there all through the war; after the war closed I still remained with General Grant, at Army Headquarters, as Assistant Adjutant General; I remained there till 1869; I was then on special duty with General Rawings in collecting and putting in order the records of the war; I tendered my resignation in February, 1870, to take effect six monans hence; they then raw me six months? leave; I went out on the lat of August, thus auticipating my resignation one month; I received the year's pay allowed by Congress to retiring officers; to July, 1870, I received \$2,200, and after, \$2,760; that included all emoluments of every kind except fuel and quarters; my commutation was in summer \$50 a month, and in winter \$55 or \$80, according to the price of met.

Q. When did foo first meet Mr. Lindsay? A. In Washington, in 1865; I believe he was then trying to introduce some sort of firearm; I don't reactioner.

I visited me at headquarters; I don't know when he first became acquainted with General Porter and General Habcock; I don't think I ever saw thin with them at Washington; I saw him there about headquarters after the election of 1868; I know that Porter and Babcock were acquainted with him at that time.

Porter and Babcock were acquainted with him at that time.

Q. What business had you in your mind when you came to New York? A. The general order business; I learned of that from Colonel Morrow, the secretary of Mr. Johnson; he described it to me as being a very good business.

Q. Wien did you first hear of the cartage business? A. About the same time; the idea of the labor contract entered my mind in 1869, when I had failed to get anything else from Mr. Grinnell.

Q. Just state the order in which your applications were made. A. I made the application for the labor contract to the Secretary of the Treasury; I had no associate at first, but subsequently entered fato an arrangement with Mr. William Haw, Jr.; he put in a contract at first fer \$75,000, but afterwards he withdrew it, and put in another contract for \$90,000; he withdrew the first contract without my knowledge; we did not get the contract.

Q. After that contract was gone did you apply for anything else? A. No, sir.

Q. Not hed lighterage? A. No, sir; nothing of any kind.

Q. You had talked with General Grant about two

Q. Not the ngheringer A. Go, and the series of the kind.

Q. You had talked with General Grant about two months before the innaguration about the general order business? A. Yes, sir; he did not promise me that I should have h; the President offered mether the appointment of collector of internal revenue in the first District of Louisiana, but I desired to leave the government service altogether and de-

enue in the Pirst District of Louislana, but I desired to leave the government service altogether and declined it.

Q. When did you first become intimate with him?

A. After I came to New York; I am sorry to say I did become intimate with him soon after I thought of the general order business; after the inadjustation I went to Mr. Washburn about this matter and explained what I wanted.

Q. Did you ask for a letter to Mr. Grinnell from him?

A. I did.

D. Wydid you select Mr. Grinnell out of all the

Old you ask for a letter to Mr. Grinnell from him? A. I did.

Q. Why did you select Mr. Grinnell out of all the other merchants in New York; he was not Collector at that time? A. Because the general report of the newspapers and the opinion of the people whom I met in Washington pointed to him as the Collector to be appointed.

Q. Have you got a copy of Mr. Washburn's letter?

A Yes; and I will furnish it to the committee; after I had seen Mr. Washburn I went to General Grant and saw him about this matter.

Q. How is it that you have got the original of Mr. Washburn's letter? A. Because I requested Mr. Grinnell to return it to me a couple of days after it was tresented.

was presented.

O. Did you tell Mr. Grinnell that he was to be Collector? A. I mentioned it to him; he did not seem surprised; I went back to Washington in a day or two, but returned in a couple of weeks; I did not get the general order business till July, although afr. Grinnell was appointed in March; I believe Mr. Lindsay was personally acquainted with Mr. Grinnell before the latter became collector.

Q. Do you know how it was that Mr. Lindsay was called to the side of the Collector? A. No, sir; I have no knowledge of that fact, nor any means of knowledge.

Knowing.

Q. Did it not strike you as strange that Mr. Grinnell should call a comparative stranger to his side nell snould call a comparative strange to his side in this way? A. We have only Mr. Lindsay's own word for his having been the confidential advisor of

day.

Q. Did not you write to him about the removal of Mr. Grinnell? A. I have no recollection of such letters; I cannot say that such letters were not written, but I do not think it probable that I did

white them.

Q. Will you deny having written them? A. I will not deny it.

Q. What portion of the general order business did Mr. Griunell give you? A. All that which went to the store 371 Washington street; the designation by the Collector is of a place, not of a person; the stores are all under government supervision; Mr. Lindsay engineered the arrangement with Mr. Bixby; he put the matter of from day to day, in his offer.

Q. More liberal in paying you for your influence

oreer, as he said, to get him to be more liberal in his offer.

Q. More liberal in paying you for your influence over your collector? A. I don't know that it was; I never claimed to noid any control over the Collector, and Mr. Grinnell suggested this thing to me; Mr. Lindsay was at the Custom House at that time, and I presume Mr. Lindsay and Mr. Grinnell may have had some conversation together on the subject.

Q. Was or was not the agreement with Mr. Bixby in your handwriting? A. I do not know.

Q. There is the paper—isit your writing? A. Yes, sir; it was copied by me from a memorandum made by Mr. Lindsay; the paper was never put into legal form.

by Mr. Lindsay; the paper was never put into legal form.

Q. Did you receive the remittances of Bixby's money from Mr. Lindsay? A. Mr. Lindsay took the money and I drew upon him as I wanted it; that plan continued for a time, how long I do not know.

Q. How long did you remain satisfied with this arrangement with Bixby? A. Until I let the army; I was satisfied with the receipts I got from Bixby, so far as money went; but I was not satisfied. Q. When did you break up your business with Mr. Bixby A. I think on the 17th of June, 1870; he continued to keep in basiness as a bonded warehouseman, and the is in it still.

Q. When did you obtain the monopoly of the general order business? A. About the middle of september, 1870; when I went in with Mr. Horton and Mr. Stocking I put in no capitan; the firm went by the name of L. Horton & Co.; Mr. Horton found the suretice.

suretice.
Q. From the time you came on here did you not make frequent applications 10 Mr. Grinnell to in-

Q. From the time you came on here did you not make frequent applications 10 Mr. Grinnell to increase your business? A. 1 don't know that I made any; 1 say most emphatically that I never said I could have him removed if he did not accede to my demand; he was removed in July, 1870.

Q. During the time that you were endeavoring to get the rest of this business from Mr. Grinnell did General Porter visit this city in connection with this business? A. I don't know that he ever came to this city in connection with this business; General Porter came to New York several times; I saw him at Mr. Lindsay's store once.

Q. What is the average amount of money outstanding on account of cartage? A. It may be \$1,500 to \$2,000.

The committee then adjourned until haif-past

The Committee met again at half-past seven o'clock. A number of communications were received and read—one relative to the Naylor case.

THE CROSS-EXAMINATION OF COLONBL LEET
was continued:—Have no recollection of ever writing to Mr. Lindsay, requesting him to meet me in
Washington; I have no recollection of what the
business was that General Porter and Mr. Lindsay wished to see me about; was a private soldier in the army in 1862; in 1863 was appointed upon General Grant's staff, having been promoted; General Porter was upon the staff at that time; continued on General Grant's staff until the end of the war; was very friendly with until the end of the war; was very friendly with the General in consequence of our relations; the se relations have continued undisturbed up to the present time; was a member of the same mess, with Generals Porter and Babcock, up to the year 1885; in 1809 lived in the same house with the two Generals, paying my share of the mess and the rent; did not consider myself a member of the mess, though eating and hiving there; don't remember replying to a question of Senator Howe to-tax, that I never belonged to any mess in Washington or elsewhere; talked to General Grant about the general order business about two months before his inauguration; expressed a wish to get it; the General then did not understand what it was; was at that time engaged in compiling a record of his military exploits in the West, digesting them into

eral order business about two months before als inauguration; expressed a wish to get it; the General flee did not understand what it was; was at that time engaged in compiling a record of his military exploits in the West, digesting them into general order; on the 19th of March, 1889, first got the general order business; went to Mr. Washburn for a letter to Mr. Grunneti; reason that I applied for a letter to Mr. Grunneti; reason that I applied for a letter to Mr. Grunneti; reason that I applied for a letter to Mr. Grunneti; reason that I applied for a letter to Mr. Grunneti; reason that I applied for a letter to Mr. Grunneti; reason that I applied for a letter to Mr. Grunneti; reason that I applied for a letter to Mr. Grunneti; reason that I applied for a letter to Mr. Grunneti was because I thought he would become Collector of the port; went to Mr. Washburn before I went to General Grant; there was no one else there at the time; do not know that there was a great pressure at the time for office; asked him might I go to Now York, and say to Mr. Grinneli that he would be appointed collector of the port; he did not make any reply; supposed silence gives assent; do not know that General Grant knew what my object was in going to New York; had taked with him about the general order business two months previous; had no idea that he General did not know York immediately with a letter to General Grant; found Mr. Grinneli at his house, and announced to him his probable appointment; spoke to him about the general order business the same evening; he treated me very cordinally and kindly; returned to Washington the next day, after having accomplished all I wantest; I told nim I would like to have the business, and he said he would sailesy me; saw him again on the 31st March; and not aliade to the fixoy mat. to have the business, and he said he would satisfy me; saw him again on the 31st March; oid not allude to the matter at the second meeting; came to see me Grimeil about, but did not allude to the fixby matter until April 6; on that day! saw him and he say. I say about general order business in Washington; the negotiations went on for some time; fold Mr. Grimeil 1 did not want any partial arrangement, as I meant to leave the army; do not know to whom Mr. Grimeil referred in his letter by the term of "associatess"; do not think that Mr. Lindsay was a party to the Bixby matter at first; saw Mr. Bixby relative to it several times; first saw him at Mr. Lindsay's store in John street; I was introduced to him previous to that at his house; my object in going there was to consult about the general order business; talked with nim about it, but did not almae to any private arrangement; arranged the matter some time after; the arrangement came to went into effect immediately; my relations with Mr. Lindsay were very intimate at the time; do not remember writing to him about the advantage of being in the St. Domingo job; may have written to him about it suggesting such ideas; can say with confidence that Generals Porter and Babcook did not know anything about the arrangement; remember writing to Lindsay about coming on to Washington to consult about some St. Domingo investments; General Porter knew about my relations with Colonel Stocking about the business on the North River; the President may have said that he regretted my appointment on account of the prominence it gave his name in connection with mine in New York; General Porter intimated so much to me; if General Grant had said he wished me to widnay from the business probably would bave done so. but it never was put to me in that

most of the partners, including Mr. Horton and Mr. Bixby, had no difficulty in getting out of the business; the Collector substituted me in their pincet so far as Bixby's arrangement was concerned, it was understood that my influence procured him his position; have never written to Mr. Lindany about more money to pay the expenses of the mess; at the beginning my compensation was about eight thousand do lars a year; 25,025 was the amount of it that came out of the Bixby arrangement; the balance came from my sacary, as an officer of the army; when Mr. Horton left Colonel Stocking and myself made a new firm; I took him into partnership occause he was a friend of mine; never expressed a wish against Mr. Grinnell's continuance in onice; if I did express a wish it was because I entertained it; I fet he had not kept his promise with me; I was dissatizfied with him on this ground; I remember the time when Secretary Boutwell wrote to Mr. Murphy about restoring the business to the Jersey side; did not restoring the business to the Jersey side; did not restoring the business to the Jersey side; did not say, "I have a man who will prevent Mr. Boutwell from injuring me;" Mr. Grinnell never said to me that he would forfelt \$10,000 if I would go back to Washington and relieve him of this general order business; and in our getter whole of the North River business until the removal of Mr. Grinnell and the appointment of Mr, Murphy; had no induence in procuring the general order business; he took a kinaly interest in my welfare: Colonel Stocking secured two bond-men and I the other two; gave no inducement to those gentlemen to assume so heavy a responsibility; gave their my gave relative to the article which he had written in the Triner; Stocking and I have been in business mineteen months; have never bear in the street which he had written in the Triner; Stocking and I have been in business mineteen months; have never believed the interest of the stores have explored.

Q. Your memory seems to be very defective, Let me read an a

nt stating. Colonel LEFT—There has been a certain division of the profits once a year; no regular division has ever been made; we will not do so until we see our way clear; a portion of our profits have been invested (\$17,600) in the name of the firm; have stated the gross amount of our profits; I know enough about my own affairs to state them correctly; we have about fifty-nine thousand dollars in the bank in our joint names; could find no more profitable way of investing the money than by depositing it in the bank; remember saying that it did not require a large amount of capital to carry on the cusiness; commenced the business with about \$1,000; Mr. Stocking did not put in so much, but he is an equal partner.

interests.

Q. Why have you him here and what duties is he attending to on your behalf? A. I have seen him examining the evidence and speaking to the Senators; have seen him pass papers to the members of the committee on my behalf; he has spoken to all the Senators.

Senator Pratt asked the witness to produce his books and articles of agreement to-day.

Q. Do you assert that you never spoke of using influence on Mr. Boutwell? A. I do, sir; Colonel Stocking is a son-in-law of a Judge of the United States Supreme Court; I heard Mr. A. T. Stewart's testimony before the committee; heard him say it took a week or ten days to produce goods from our stores; our arrangements are as good for delivering as can be; we have taken out fifty packages in less than half a day; the longest delay I have heard is from the complaints of carmen; to my knowledge no losses have ever occurred; have never heard of A. T. Stewart & Co. Ibsing anything.

Senator Bayard—What constitutes a mess? You say that living and eating with two gentiemen did not constitute a mess. A. I explained this before; have ample securities in case of losses.

This conciuded the examination of the witness, and the committee adjourned until ten o'clock this morning.

IMPORTANT QUESTION OF JURISDICTION.

The Legality of One Judge Holding Court and Disposing of Trial Cases in the Special fessions-A Test Question.

A case came up yesterday in General Term Su Cardozo, which opens a very important question as to whether one police justice is competent to hold the Court of Special Sessions, and at the same time ratsing the question as to the constitutionality of the act passed by the Legislature in 1876 in regard

It came up in the matter of The People of the State of New York vs. John P. Davis, which is brought forward as a test case. Davis was arrested upon a charge of assault and battery, waived his ssions in which to be tried, was tried before Judge Dowling, who alone held the Court, convicted and

Dowling, who alone held the Court, convicted and sentenced to twelve months' imprisonment in the Fententiary. The record and proceedings in the case were brought before this Court for reviewal, and yesterday came up for argument.

ARGUMENT OF COUNSEL FOR DAVIS.

Mr. CHARLES W. BROOKE, on behalf of the prisoner, missited, first, that the proceedings had against the disendant in and by the Court of Special Sessions were in violation of article 6 of the Constitution of the United States, and of sections 1 and 2 of article 1 of the Constitution of the State of New York; second, that the act of April 26, 1870, under which the said Court of Special Sessions was held, is in conflict of any disability of either of the two Poice Jistices to hold Court, it shall be legal for the other to hold it while such disability continues," is repealed by the act of April 5, 1871; fourth, that in the event of any disability attaching to either one of the Justices assigned to hold said Court, the Mayor, under the unrepealed portion of the act of the 26th April, 1870, must designate some other Police Justice; of fill they acant place—the Court cannot be held by one Justice; fifth, that the evident intention of the Legislature was that one judge should never hold the Court of Special Sessions; sixth, that even though the portions of the act of 39th April, 1870, referred to, were not repealed, the proceedings do not show upon their face that any such disability existed at the trial of defendant as was contemplated by the act to empower one justice to hold said Court of Special Sessions. The mere allegation that the other justice was absent "through disability" is not enough; the proceedings must show what the disability was, as that question is one of law, as well as of lact, his seventh point was that the proceedings do not show that any disability existed at the time the judgment was pronunced against said defendant to prevent the two justices assigned to hold said Court from being present at the time such judgment was rendered; his eighth, that the weight of the evidence adduced in said proceeding was clearly in lawor of the prisoner, and his conviction was, therefore, erroneous—the Court should have acquitted him thereupon; and his ninth and last point that the sentence of the Court was not commensurate with the nature of the charge, and was in no manner justified or warranted by the evidence. Under each point were cited numerous authorities.

ARCUMENT ON BEHALF OF THE PEOPLE.

Mr. Algebrano S. Sullivan, Assistant District Atorney, began with reading the record of conviction and also the act of April 26, 1870, defining the duties

ranted by the evidence. Under each point were cited numerous authorities.

ARGUMENT ON BEHALF OF THE PEOPLE.

Mr. ALGERNON S. SULLIVAN, Assistant District Attorney, began with reading the record of conviction and also the act of April 26, 1870, defining the duties and powers of the Court of Special Sessions, He then urged that upon this record the conclusive presumption of law was that the Mayor duty designated the Justices of the Second and the Fifth Police Judicial districts to hold the Special Sessions, and that the absence of one of said Justices from said Court was the result of such a "dishility" as the siatute contemplated. It is sufficient that the record adopts the language of the staute. "Disability" is a fact. The Legislature seem purposely to have selected the most comprehensive word, so as to meet every case which could detain a justice from the Court. The statute above recited has ocen modified by chapter 302 and chapter 438 of the Laws of 1871. These enact that "whenever both of the Justices now designated by law to hold the said Court of Special Sessions shall be unable to act by reason of sickness or disability, or shall be absent from the city, it shall be the duty of the Mayor, &c., to designate the Recorder of City Judge to act in the place and stead of said Justices during the continuance of said disability or absence." Neither of these acts contains any repealing cause. They are supplemental to the act of 1870, above cited, which, except as thus supplemented, remains in full force, and is the constituent law as to the organization of said Court. It has been argued that the continuance of said subject to section 10, article 2 of the Constitution provides that "the Constitution and the constitution of New York." In the Constitution of the government of New York." It is contrary to the legal principles for testing the Validity of acts of the Legislature to give to words in the Constitution and the Legislature to give to words in the Constitution and the constitution of Justice. The Legislatur

ous authorities.

At the close of the argument the Court took the papers, reserving its decision.

papers, reserving its decision.

The same course was taken in the case of William Huber, argued alterward. Huber was convicted by Judge Dowling, at Special Sessions, of petit larceny, and sentences for six months to the Penitenitary. Very nearly the same line of argument was pursued by the opposing counsel, the Court taking the papers, as in the case of Davis.

The case is so far important that on its decision will depend the continuance in prison, under their several sentences, of a large number of persons, or their discharge from durance vite.

THE COURTS.

Interesting Proceedings in the United States, New York and Brooklyn Courts.

The New York Printing Company Bankruptcy Case-The Bowling Green Savings Bank in Bankruptcy-A Case in Admiralty-The Post Office Letter Opening Case; Statement of Mr. Riley-The Injunction Against the Dock Commissioners-More of the Yorkville Police Justiceship - Decisions-Heavy Sentences in the Court of General Sessions.

UNITED STATES SUPREME COURT

Another Suit Touching the Question of Treasury Notes as Logal Touders—The Word "Dallars" and its Significance in Contracts—Sevator Morrill Confirmed in an Estate in West Virginia—The Case of the Webb and

No. 46. Treblecock vs. Wilson.—Error to the Su-preme Court of Iowa.—In this case, which is another gold contract case, the Court held substan-tially as follows:—Whereas plaintiff here claimed in ne Court below that he was custled to have a note held by him, made by the defendant in error, paid in gold or sliver coin, under the constitution upon a proper construction of the various clauses of the instrument, and the decision pelow was against such right, this Court has appellate jurisdicagainst such right, this Court has appellate jurisdiction under the twenty-fifth section of the Judiciary act to review the decision. The case of Rosevelt values of the Judiciary act to review the decision. The case of Rosevelt values of the Judiciary act to review the decision. The case of Rosevelt values of the large of the Judiciary and the large of the species are merely descriptive of the kind of dollars in which the note is payable, there being more than one kind of dollars current sanctioned by law, and one kind of dollars current sanctioned by law, and one and that the designation number of dollars of the paid in so many gold or silver dollars of the coinage of the United States. The act of February 25, 1862, in declaring that the notes of the United States shall be legal money or a legal tender for all debts only applies to debts which are payable in money generally, and not to obligations payable in commodules. Obligations of any other kind, where a contract for money is by its terms made payable in specie or in coin, judgment may be entered thereon or for coined dollars. Mr. Justice Fields delivered the opinion. This decision realizants the case of Bronson vs. Rhodes (7 Wall, 256).

No. 75. Christmas et al. vs. Gaines et al.—Appeal Mississippl.—This bill was filed against Christmas et al., citizens of Kentucky, together with two others. citizens of Mississippi, having for its object to establish an equitable assignment of certain promisers or notes owned by Christmas for the purpose of indemnifying the citizens of Mississippi, joined as defendants, who had become sureties of Christmas on a writ of error bond. The Court, maing the plaintin to be a citizen of Kentucky, moid that the Circuit Court did not have jurisdiction, as the grant of power extends only to suits between citizens of different States; and, jurther, that certain letters of Christmas, relied upon to show the assignment, were not sufficient to establish t, as they showed only a promise to pay out of the proceeds of the notes, and no intention to part with their possession. Mr. Justice Swayne delivered the opinion.

this case the Court affirmed the title of Senator Morrill to å tract of land in West Virginia originally granted by the Commonwealth of Virginia to Albert Gallatin, from whom title is derived. Mr. Justice Clifford delivered the opinion. Mr. Justice Strong

action to recover for the intringement of action to recover for the infringement of a patent for the use of movable teeth in saws and saw plates. A verdict and judgment were rendered for the plaintiff below (Spalding); and the case was brought here, where the Court now reverse the judgment and order a new trial, holding that the Court below erred in refusing to admit in evidence a certain patent, which it was claimed was priof to Spalding's and covered the same invention. Mr. Justice Miller delivered the opinion.

No. 30. The Steamer W. H. Webb vs. Earling et -Appeal from the Southern District of New York.—In this case the Court affirm a decree for damages obtained by the owners of the ship Shooting Star against the Webb for alleged negligeace in towing the ship from Portsmouta, N. H. to New York, but with a modification that it be reduced to \$18,000 damages and \$250 costs. Mr. Justice Strong delivered the opinion.

No. 28. Curtis V. Whiting-Error to the Supreme Court of Wisconsin .- This was a controversy concerning certain lands in Brown county, Wis., which had been sold at Sheriff's sale, and the question was upon the constitutionality of a law of the State requiring a certain notice to be served prior to the application for a Sherin's deed. The Court below sustained the law, and this Court affirms the judgment. Mr. Justice Milier delivered the opinion.

No. 190. Bank of West Tennessee vs. Citizens' Bank of Louisiana—Error to the Supreme Court of

natice Swa/ne delivered the opinion.
No. 71. The State of New York vs. The Central Ratiroad of New Jersey-Error to the Supreme

UNITED STATES DISTRICT- COURT-IN BANKRUPTCY.

The New York Printing Company.
The bankruptcy case of Edward H. Tracey, Executor of James B. Taylor, against the New York Printing Company, came up before Judge Blatch-Printing Company, came up before Judge Blatch-ford yesterday on motion for the plaintiff to show cause why the injunction restraining the Sheriff from seiling the property of the detendant should not be dissolved. The argument on the motion was adjourned to Wednesday.

The Bewilng Green Savings Bank in Benk

ruptey.

A petition has just been filed by Aaron May for the purpose of having the Bowling Green Bank de-clared bankrupt. Mr. May, in his petition, states that between the months of November, 1868, and October, 1871, he deposited in the bank money to the amount of \$9,136 75, which the bank received, the amount of \$9,130 75, which the bank received, agreeing to pay the same on demand. Petitioner demanded payment of the same, which was refused on the ground that the bank was insolvent and had suspended about the 20th of November, 1871. There is a further allegation in the petition that the bank suffered its property to be taken on legal process by one Shepherd Knapp, appointed as receiver by the Superior Court in the city of New York, in proceedings commenced there against the bank by reason of its insolvency; that that property is now in the possession of Mr. Knapp, as such receiver, and that then the bank was insolvent and acting in violation of the Bankruptcy act. Upon this petition an order has been issued calling upon the bank to show cause why it should not be declared bankrupt. The order will be returnable on the 3d of February.

In the case of W. W. Evans vs. The barge known as the Wilkesbarre Coal and Iron Company the libel was dismissed, with costs.
In the case of Pickett vs. Smith a motion to open

UNITED STATES COMMISSIONERS' COURT. Alleged Embezzlement of Letters in the Post

Before Commissioner Betts.
The United States vs. J. J. Riley.—The further hearing of this case, in which the defendant is charged with having embezzied a letter in the Post Office, was resumed yesterday before Commissioner Betts. The court room was crowded, and consider-able interest appeared to be manifested in the pro-

ceedings. Mr. A. H. Purdy, Assistant District Attorney, conducted the prosecution, and General Hillyer attended as counsel for the defendant, Mr. Riley. EVIDENCE FOR THE DEFENCE—TESTIMONY OF WIL-LIAM W. STONE. William W. Stone sworn—I reside in Warren

street, Brooklyn; I am a clerk in the New York Post Office, in charge of all letters misdirected or badly directed and to be returned to writers in Do-

ficial, varying in size, buff or yellow, with printed

official, varying in size, buff or yellow, with printed endorsement "official business."

TESTIMONY OF HENRY RAYLER.

Henry Kayler, a clerk in the foreign matis department for ten years, deposed that he had known Mr. Riley's reputation there stood very high; witness knows Robert Kennedy, and was in the Post Office, and the stood office at the time of Riley's arrest; when witness came in Kennedy was sitting on a nox eighteen inches from the floor, leaning back against a partition, with his hands clasped over the back of his head; I passed Kennedy, and took off my overcoat; passed in the rear of the first table and went to my own table that I was working on that day—the second table—and had just time enough to pick up a paper when the arrest was made; I heard a confusion; the box that Kennedy sat on was nine to ten feet from the partition between him and Riley; I have put myself in the position in which I saw Kennedy that morning; from where he sat he could not see anything lying on Riley's table, but could see anything breast high before Riley in case filley was sitting down on the stool; Platt was with me when I made this test, and Lord and Glidersleeve.

Cross-examined—I did not see Kennedy when I came back from hanging up my overcoat.

TESTIMONY OF EDGAR KIRBY.

Edgar Kirby, a clerk in the Post Office, testified that he had known defendant four years; is in the foreign lister department; I had been in the room with Riley three minutes before his arrest, and had stepped out; before that I was working right alongside of Riley; I did not see him open any letter: I was three to flye feet from him on his left; there was no one between us; I have seen domestic letters come there by mistake with the envelopes open; when I found them open I took them to Riley generally, sometimes he would seal them up; sometimes he would not, but would rell me to write upon them "open when received at this office," so that they might go in that mail, and sometimes I have reputation is unsuspected.

Cross-examine.—I never took a lette

which was open and told nim to take money out of it.

Thomas A. Platt, a cierk in the Post Office, testified that he worked at the same table with kiley for six years; Riley's reputation was nigh; Kayler showed me where he had seen kennedy sittling, about ten feet from the partitlon; I sat in that place and could not see through the window any one open a letter on the table unless he held it up high; no one could see him sitting in that position.

Cross-examined—When I stood up and waked towards the window I could see.

Redirect—There was a glass on the window; but standing up where Kennedy was you could see a man open a letter on the table.

TESTIMONY OF EDWARD J. MERCER.

Edward J. Mercer, clerk in the Foreign Department of the Post Oidee, testified that on the day of Riley's arrest he worked at the same table, about fitteen feet from him, at the time of the arrest; we some times receive letters with post mark obliterated; we send them to the dead letter office; if did not see delendant open any letter that morning prior to his arrest.

Cross-examined—I could well see what Riley was doing; I heard Riley say there was a mistake.

TESTIMONY OF THE DEFENDANT.

The defendant's counsel then proposed to exam the kitley on his own behalf. Riley was sworn.

Mr. Purdy, Assistant District Attorney, cautions the witness that the evidence which he gives will be taken down and may be used against him on the trial.

the witness that the evidence which he gives will be taken down and may be used against him on the trial.

The defendant then said:—1 am fifty-two years of a,e; I reside at 110 Forsyth street; I have resided in New York thirty-five years; I am Assistant Superintendent of the Foreign Department of the New York Post Oime; I have been in the Fost Oimes twenty-three years continuously; I have been sistant Superintendent for two years; my duties are to see that all the foreign mails are properly got up and sent forward to their destination, and report the same to the Superintendent; I have also to send ont missent letters and dead letters, and see that they are rightly disposed of; I receive a great many missent letters, and sometimes circulars, but not frequently; those i put up in an envelope and sond back to the place where they originated, and charge up the postage due thereou; I receive, frequently, unscaled letters; these I seal up; sometimes I examine them; when there is any curiosity about their cards I take out the contents and look at them; if there is any suspicion I examine them; I consider I have that dissectionary power; it is not given me officially, but I consider I have it by custom; I consider that by the custom of the office I have a right to take out the contents of an unscaled letter if I think there is anything sus iclous in regard to it; I have sent such up to Mr. Gaylor; at other times I seal them and send them off; on the morning of my arrest I had a package of fifty or sixty letters or circulars from Charleston; I separated them to see there was nothing in them; and opened them and jound no contents in them; I tore them up, and thew them away as waste paper, below the table, as was my duty. The witness then described the circulars, as my entered the contents in them; I tore them up, and thew them away as waste paper, below the table, as was my duty. The witness then described the circulars is not per later in the mony in the proper of the first and money out; I land the money and envelope d the letter in his hand; I could not swear that I put the money in the box; I put it somewhere in front of me; I asked Kennedy what he meant; I told him not to tear the letter, that I wanted to seal it up again; he did tear lit; that is why I spoke so; I thought he was joking; I had no idea he meant to arrest me; I had not had a chance to read the letter; I was going to see it there was anything wrong about it; I was going to take that, with other letters, up to Gaylor; I was not going to steal that money; I have known "decoy" letters seen through the Post Office; I have seen other clerks open letters that had not been prepaid, and the Post Office stamp was oblicerated; that was a custom.

The defendant was cross-examined at elength, but the examination did not produce variation in the statements he had made.

Mr. Purdy, at the close of the examination quested that the defendant should sign his dej

Counsel for defendant objected to this, on the ground that the other witnesses had not been required to do so.

The Commissioner sustained the objection, and the hearing of the case was further postponed to the 24th inst.

SUPREME COURT-CHAMBERS.

The Injunction Against the Dock Commis Before Judge Barrett The argument in this case, being the third day

of its continuance, was resumed yesterday.

Mr. Richard O'Gorman made the closing argument on behalf of the Dock Commissioners. So thoroughly exhaustive had been the arguments of the two counses preceding him that there remained but little for him to add. His remarks, for this reason, would not be so abstrusely legal as his predecessors' in elaboration of nicely pre-pared points. He was astonished that the lawyers on the other side who professed to be so clamorous for reform were not willing to allow the Dock Commissioners to accomplish without hindrance the

for reform were not willing to allow the Dock Commissioners to accomplish without hindrance the greatest reformatory work as regarded the city that had yet been attempted. They insisted on their nuisances, their oyster barge, hay depository, brick yard and dumping ground remaining as they are. They reminded him of Jem Baggs, who played the clarionet with horrid excelence. Jem Baggs possessed most intelligible views upon the subject of peace and quiet, but he obstinately refused to move on unless he was paid. So these gentlemen as obstinately refuse to remove their nuisances unless paid. He said that any one might attempt to put a pile of brick in Iront of the residence of A. T. Stewart and insist on keeping it there unless paid for taking it away. He enlarged upon the benefits the city would receive from the contemplated improvements, and said that this nuisance had already driven away a good deal of foreign shipping to another State. He was sorry other injunction was granted.

Mr. Christopher Fine, of the firm of Fine & Gailaher, replied. He confessed that what Mr. O'Gorman had said was highly entertaining, but did not to the case. While he admired his rheoric and beautiful imagery, he failed to discover that it had any application to the questions of law before the Court. He also regretted that Mr. O'Gorman should fail to discover the sacredness of private property except by associating such rights with the milhiomaire and his lordy palace on Fight avenue; that he (Mr. Fine) had always supposed that the law protected both the high and the low, and that the private property of some of the smallest citizens should receive the same protection as that of the most weathy; that will he milhiomaire and his lordy palace on Fight avenue; that he (Mr. Fine) had always of property without due process of law and compensation. Mr. Fine then reviewed all of the autnorities cited by the counsel on the other side, and colimate that none of them were applicable to the cases at Bar.

Mr. Abraham R. Lawrence briefly followed. A

The argument concluded, all the lawyers passed up their papers, the Judge reserving his decision.

SUPREME COURT -TRIAL TERM-PART 2. The Yorkville Police Justiceship.

Before Judge Brady.

Murray vs. Coulter.—On the reassembling of the Court yesterday, a large crowd still throughing the court room, some more witnesses in rebuttal were called for the plaintiff.

Reynolds Fechster, an insurance broker, testified

that he had a conversation with Judge Coulter a short time previous to the charter election in 1869 relative to the election of Police Justices.

Q. Did Mr., Coulter in this conversation tell you

ants counsel, "of votes naving been counsed from that region." (Laughter.)

The objection was overruled, and the witness allowed to answer the question.

A. He did.

Various other witnesses were called for the plaintin, but their testimony was unimportant. The defence then called some witnesses in rebuttal.

Judge Coulter was recalled. He readirmed, in contradiction of the testimony of Mr. Huggins, proprietor of Lovejoy's Hotel, his previous statement that he was not in any private room of the hotel on the day succeeding the election.

Q. Was you in any room there? A. Yes, sir.

Q. What room? A. The barroom.

Q. And this was the only room? A. The only room.

O. And this was the only room? A. The only room.

Some other witnesses were called, but their testimony elicited no new facts, after which summing the case for the defence and occupying the attention of the cour and jury till the hour of adjournment. He took the usual course in reviewing the testimony, presenting as perfectly reliable his own witnesses, and as no at all creditable some of the opposing witnesses Ex_Judge Porter will follow Mr. Storghon to-day and it is probable the case, now prolonged through nearly a month, will reach the jury to-morrow.

Decisions Dey et al. vs. Dey et al. -Order granted.

Hebert vs. Hebert, -- Same. Schurz vs. Lozier. -- Referred to Hon. Jon

Sutherland to take proof of the matter set forth in the petition and report.

By Judge Brady.

Roberts et al. vs. Fisher et al.—Case settled.

The People ex rel. John Leach vs. Rocker.—The ped dismissed.

Robinson vs. Chittenden et al.—Case settled.

MARINE COURT-PART 3.

Decisions.
By Judge Joachims Terhorst vs. Legge.-Judgment for pl \$218 82 and costs and \$25 allowance. Stenerlein va. Hanger.-Judgment for p

\$100 and costs and \$25 allowance.

Kinstelner vs. Riggins.—Judgment for defendant for costs and \$25 allowance.

Graham vs. Ullner.—Motion for new trial on Judge's minutes denied and judgment ordered on verdict for plaintiff for \$300 and costs and \$25 allowance.

wance. Wilson vs. Hoffmann.—Case submitted. De reserved.
Ferris vs. McDevitt.—Motion for new trial de and judgment entered on verdick for \$50 for plaintiff and costs for defendant.

COURT OF GENERAL SESSIONS.

William Marx Sentenced to Sing Sing for Twenty Years. Before Recorder Hackett, At the opening of the Court yesterday William

Marx was placed at the bar for sentence. It will be emembered that the prisoner was convident day last week, of a horrible outrage upon After a few words by Mr. Spencer to induce the

After a few words by Mr. Spencer to induce the Court to mitigate the punishment, Resorder Hack-ett, in view of the enormity of the offeace and some peculiarly aggravating circumstances connected with it, sentenced Marz to imprisonment in the State Prison for the period of twenty years.

Before Judge Bedford.

The regular calendar of cases was then taken up, Judge Bedford presiding and Assistant District Attorney Fellows prosecuting.

A BURGIAR SENTENCED.

said that he served a term in the State Prison ten years ago.

Judge Bedford, in passing sentence, said:—The officer says you are a very bad character. You are midicted for burglary in the second degree, but in consequence of a technical defect in the proof the firstick Atborney accepted the plea of guilty of bargiary in the third degree, which is all the lemency you deserve. I shall send you to the State Prison for the term of five vears.

Henry Aymar was tried and convicted of an assail with a dangerous weapon with mient to do bodily harm, the evidence having established the fact that on the 7th of this month he fred a pistol at Michael Houlthan as he was getting into a atreet car. He was remanded tor sentence.

Cornelius Murray, barkeeper for Mrs. Bow, at 16 Chatham street, was tried upon a charge of receiving a tub of butter which was stolen from a wagon belonging to Onarles S. Hawley, a greer in Hylagton sireet. The evidence was insofficient to statent the indictment, and the jury rendered a verict of not guilty.

COURT CALENDARS—THIS DAY.

UNITED STATES DISTRIOT COURT—IN ADMIRALITY.—
Nos. 90, 32, 25, 131, 145, 145, 150.

SUPREME COURT—CHAMBERS—Held by Judge Barkett.—Nos. 9, 82, 34, 51½, 54, 59, 62, 72½, 76, 76, 85, 87, 89, 92, 96, 97, 88, 99, 100, 101½. Call 102.

SUPREME COURT—GENERAL TERM—Held by Judges Ingraham, Barpard and Cardozo.—Nos. 240, 242, 243, 244, 247, 251, 252, 253, 254, 250, 36.

SUPREME COURT—CHROUTT—PART 1—Held by Judge Van Brunt.—Nos. 51½, 217, 457, 937, 281, 1013, 1039, 1041, 1051, 7194, 1059, 1061, 1061½, 1063, 1065, 1067, 1063, 1075, 1077. Part 2—Held by Judge Brady.—Case on.

SUPERIOR COURT—TRIAL TERM—PART 1—Held by Judge Freedman.—Nos. 585, 978, 805, 1,293, 197, 1077, 980, 1,877, 13-55, 843, 1,255, 1,361, 1,259, 1,155, 1,321. Part 2—Held by Judge Monett.—Nos. 1,068, 1,90, 1707, 1702, 1,078, 900, 1,177, 1907, 1105, 1,170, 1,

640, 786, 1,140, 824,
COURT OF COMMON PLEAS—TRIAL TERM—Part 1—
Held by Judge Larremore,—Nos. 1,143, 839, 1,144,
772, 1,064%, 1,065%, 346, 347, 1,028, 846, 847, 241,
1,063, 1,048, 1,034, 1,077.
MARINE COURT—TRIAL TERM—Part 1—Held by
Judge Spaulding,—Nos. 7,674, 7,732, 7,831, 7,832,
7,830, 7,836, 7,837, 7,838, 7,840, 6,336, 7,870, 7,894,
7,840, 7,868, Part 3—Held by Judge Joachimsen.—
Nos. 8,467, 8,542, 8,622, 8,628, 8,629, 8,633, 8,431, 6,632

BROOKLYN COURTS.

UNITED STATES DISTRICT COURT.

Charged With Passing Counterfelt Money—
Before Judge Benedict.

The cases of John Becker and John Williams, indicted on the charge of having passed counterfelt bills of the Ninth National Bank of New York, were set down for trial for yesterday. In view of the absence of the District Attorney, however, the cases were adjourned until Wednesday.

Admitted to Ball. Admitted to Ball.

John Whitford, who was indicted on the charge of distilling whiskey without complying with the requirements of the law, was admitted to ball in the sum of \$5,000 to await trial.

UNITED STATES COMMISSIONERS' COURT.

Charge of Illegally Selling Liquor.

D. Wacker was before the Commissioner yested day on the charge of retailing liquor at the corn of Smith and Sackett streets, South Brooklyn, with out paying the special tax required by law. He was admitted to buil to await an examination of the charge.

SUPREME COURT-SPECIAL TERE. Decision

By Judge Prait. Solar Chemical Works vs. John McKess Sarah Goodwin, Administratrix, vs. John Sarah Goodwin, Administratrix, vs. John dier.—Judgment for defendant, dismissing plaint, with costs.

CITY COURT-TRIAL TERM.

The Widow Landers' Suit Against the Island Railrond Company. Before Judge Neilson. Margaret Landers, Administratrix, va. The State

Island Radroad Company.—The trial of this suft which is brought to recover \$6,000 damages for the loss of platining a basband, who was one of the victums of the Westfield disaster, was resumed yesterday and the testimony concluded. It was amount similar to that elicited on the trial of the sotion brought by Mrs. Madden, which was twice tried and resulted in a disagreement of the jury each time. The Landers case was yesterday adjourned until this moraling, at ten o'clock, when counsel will commence to sum up.

COUNTY COURT-CHAMBERS. Hunter Admitted to Bail.

Hunter Admitted to Bail.

Before Judge Moore.

James W. Hunter, who was arrested on the charge of having shot Mary Brown, his house-keeper, at 76 Fulton street, on the 12th instant, was admitted to bail in the sum of 25,000 by Judge Moore yesterday morning. Hunter was previously taken before Police Justice Walsh, when his counsel, Messrs. Morris & Keady, waived an examination and Hunter was held to await the action of the Grand Jury. Counsel then appeared before Judge Moore, sliting in Chambers, and made application to have the prisoner released on bait, showing at the same time that the woman was out of danger. The Judge granted the application, as already stated, and the accused was released.

COURT OF APPEALS CALENDAR.

The following is the Court of Appeals der for January 23:—Nos. 45, 46, 47, 48, and 39.